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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

DENICE IRLENE WARD,)	Case No.: 12-33720-tmb13
)	
Debtor,)	
_____)	Adv. Proc No.: 19-03107-tmb
DENICE IRLENE WARD)	
)	DEFENDANTS FEDERAL NATIONAL
Plaintiff,)	MORTGAGE ASSOCIATION and
)	NATIONSTAR MORTGAGE LLC'S
VS.)	ANSWER TO PLAINTIFF'S COMPLAINT
)	
FEDERAL NATIONAL MORTGAGE)	
ASSOCIATION and)	
NATIONSTAR MORTGAGE LLC,)	
)	
Defendants.)	
_____)	

COMES NOW, Defendants Federal National Mortgage Association ("Defendant FNMA") and Nationstar Mortgage LLC ("Defendant Nationstar") (collectively, "Answering Defendants") and answer Plaintiff's Complaint as follows:

Rule 7012-1 Compliance

1. Defendants do not consent to entry of final orders and judgments in the United States Bankruptcy Court, District of Oregon.

ANSWER

2. As to Paragraphs 1, Plaintiff presents statements of the case to which no response is required. However to the extent a response is required, Answering Defendants deny.
3. As to Paragraphs 2 through 3, Plaintiff presents legal conclusions to which no response is required, however to the extent a response is required, Answering Defendants deny.
4. As to Paragraph 4, Answering Defendants admit.
5. As to Paragraph 5, Answering Defendants admit in part that Defendant Federal National Mortgage Company is a government sponsored enterprise and publicly traded company, but as to the remainder of Paragraph 5, Answering Defendants deny.
6. As to Paragraph 6, Answering Defendants admit in part that Defendant Nationstar Mortgage LLC acquired Seterus LLC, a mortgage servicer, but as to the remainder of Paragraph 6, Answering Defendants deny.
7. As to Paragraph 7, Plaintiff presents a legal conclusion to which no response is required, however to the extent a response is required, Answering Defendants deny.
8. As to Paragraph 8, Plaintiff presents a statement of the case to which no response is required.
9. As to Paragraphs 9 through 15, Answering Defendants admit.
10. As to Paragraphs 16 through 21, Plaintiff presents statements of the case to which no response is required. However, to the extent a response is required, Answering Defendants deny.
11. As to Paragraph 22, Answering Defendants admit.
12. Plaintiff's Complaint does not contain a Paragraph 23 requiring a response.

13. As to Paragraphs 24 through 27, Answering Defendants admit that a confidential settlement was reached and that said settlement speaks for itself, but otherwise lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
14. As to Paragraphs 28 through 37, Answering Defendants admit that the mortgage statements and correspondence in question were produced, but as to the remainder of the allegations, lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
15. As to Paragraph 38, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
16. Answering Paragraphs 39 through 46, Answering Defendants admit that Plaintiff's Exhibit "H" and "I" are attached to Plaintiff's Complaint, but as to the remaining allegations, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
17. As to Paragraphs 47 and 49, Answering Defendants deny.
18. As to Paragraphs 50 through 52, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
19. As to Paragraph 53, Answering Defendants reincorporate and re-assert their respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
20. As to Paragraph 54, Plaintiff presents legal conclusions that do not require a response, however to the extent a response is required, Answering Defendants deny.
21. As to Paragraphs 55, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.

22. As to Paragraph 56, Plaintiff does not allege a subject performed the alleged actions described therein, but Answering Defendants deny to the extent they were the intended subjects.
23. As to Paragraph 57, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
24. As to Paragraphs 58 through 59, the legal conclusions therein do not require a response, however to the extent a response is required, Answering Defendants deny. Answering Defendants deny the remaining allegations on the basis that they lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
25. As to Paragraph 60, Answering Defendants deny.
26. As to Paragraph 61, Answering Defendants reincorporate and re-assert their respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
27. As to Paragraph 62, Answering Defendants admit.
28. As to Paragraphs 63 through 64, Answering Defendants deny.
29. As to Paragraph 65, Answering Defendants reincorporate and re-assert the respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
30. As to Paragraph 66, Answering Defendants admit only that Defendant FNMA was a creditor in Plaintiff's bankruptcy, otherwise the Answering Defendants deny the remaining allegations.
31. As to Paragraphs 67 through 71, Answering Defendants deny.

32. As to Paragraph 72, Answering Defendants reincorporate and re-assert the respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
33. As to Paragraphs 73 through 77, Answering Defendants responds that the cited regulations speak for themselves, but otherwise deny the allegations therein.
34. As to Paragraph 78, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
35. As to Paragraphs 79 through 80, Plaintiff presents legal conclusions that do not require a response, however to the extent a response is required, Answering Defendants deny.
36. As to Paragraph 81, Answering Defendants lack sufficient information to admit or deny the allegations and therefore deny the allegations on that basis.
37. As to Paragraphs 82 through 84, Answering Defendants deny.
38. As to Paragraph 85, Answering Defendants reincorporate and re-assert their respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
39. As to Paragraphs 86 through 88, Answering Defendants respond that the cited regulations speak for themselves, but otherwise deny the allegations therein.
40. As to Paragraph 89, Answering Defendants lack sufficient information to admit or deny the allegations and therefore denies the allegations on that basis.
41. As to Paragraph 90, Answering Defendants admits that the billing statements identified as Exhibits “A”, “C”, “D”, “E”, and “G” were produced and speak for themselves, but as to the remaining allegations, Answering Defendants lack sufficient information to admit or deny the allegations and therefore deny the allegations on that basis.
42. Answering Paragraph 91, Answering Defendants deny.

43. Plaintiff's Complaint does not contain Paragraph 92 through 100 requiring a response.
44. As to Paragraph 101, Answering Defendants admit that the billing statements identified as Exhibits "A", "C", "D", "E", and "G" were produced and speak for themselves, but as to the remaining allegations, Answering Defendants lack sufficient information to admit or deny the allegations and therefore deny the allegations on that basis.
45. As to Paragraph 102 through 104, Answering Defendants deny.
46. As to Paragraph 105, Answering Defendants reincorporate and re-assert their respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
47. As to Paragraphs 106 through 108, Answering Defendants lack sufficient information to either admit or deny the allegations and therefore deny the allegations on that basis.
48. As to Paragraph 109, Answering Defendants deny.
49. As to Paragraph 110, Defendant Nationstar admits it sent a letter to Plaintiff identified as Exhibit "F" and that said letter speaks for itself, but otherwise denies the remaining allegation.
50. As to Paragraph 111, Answering Defendants deny.
51. Plaintiff's Complaint does not contain Paragraphs 112 through 116 requiring a response.
52. As to Paragraphs 117 through 118, Answering Defendants deny.
53. As to Paragraph 119, Answering Defendants reincorporate and re-assert their respective responses, admissions, and denials to Paragraphs 1 through 59 incorporated and referenced therein.
54. As to Paragraph 120, Answering Defendants lack sufficient information to either admit or deny the allegations and therefore deny the allegations on that basis.
55. As to Paragraphs 121 through 124, Answering Defendants deny.

56. Any remaining allegations in Plaintiff's complaint are denied.

AFFIRMATIVE DEFENSES

57. Answering Defendants hereby alleges the following affirmative defenses without conceding that Defendants necessarily bears the burden of proof:

58. Plaintiff has failed to state a claim for relief.

59. Plaintiff's claims are barred by the equities.

60. The Court is without subject matter jurisdiction.

61. The Bankruptcy Case No. 12-33720 is closed, and was closed at the time the Complaint was filed.

62. Plaintiff's claims are barred by the applicable statute of limitations

63. Any violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

64. Defendants acted in good faith in conformity with applicable rules, regulations, or interpretations.

65. Plaintiffs have failed to mitigate their alleged damages.

66. One or more of Plaintiffs claims are barred by res judicata, insofar as plaintiff's claims are not based in contract.

PRAYER FOR RELIEF

WHEREFORE, Answering Defendants pray for:

(A) For dismissal of each and every one Plaintiff's claims against Defendants with prejudice,

(C) For leave to amend Defendants' pleadings freely,

(D) For such other relief the court deems appropriate.

DATED: December 2, 2019

McCarthy & Holthus, LLP

s/ John Thomas

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Of Attorneys for FNMA and Nationstar

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing DEFENDANTS FEDERAL NATIONAL MORTGAGE ASSOCIATION and NATIONSTAR MORTGAGE LLC'S ANSWER TO PLAINTIFF'S COMPLAINT upon the following parties in the manner indicated below on this Monday, December 2, 2019 as follows:

VIA ECF:

Alexzander C.J. Adams

Noah C. Bishop

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14705 SW Millikan Way
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VIA US MAIL:

Marc E. Dann

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DATED: December 2, 2019

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s/ John Thomas

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